

**RESOLUTION NO. 20141211-030**

**WHEREAS**, on February 17, 2005, the Council approved Resolution No. 050217-28 adopting a mission statement and guidelines for the Austin City Hall Artists' Exhibition Program; and,

**WHEREAS**, staff has reviewed the guidelines throughout the years, and is recommending changes to the guidelines as enumerated in the attachment; and

**WHEREAS**, the changes include expansion of the exhibition areas and outlines the process when the City wishes to acquire displayed art; **NOW**

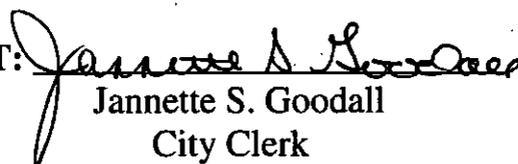
**THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

Resolution No. 050217-28 is hereby amended to reflect Council's acceptance of the revised Economic Development Department's Cultural Arts Program Exhibit Series Guidelines for Austin City Hall, attached to this Resolution as **Exhibit A**.

**ADOPTED:** December 11, 2014

**ATTEST:**

  
Jannette S. Goodall  
City Clerk

# EXHIBIT A



A U S T I N C I T Y H A L L

## **CULTURAL ARTS PROGRAM EXHIBITION SERIES GUIDELINES FOR AUSTIN CITY HALL**

### **1. PURPOSE**

The City of Austin's Cultural Arts Program presents an ongoing exhibition series at Austin City Hall to showcase local artistic endeavors and to encourage public dialogue, understanding and enjoyment of visual art. The Program's goal is to present a series of exhibitions that reflect the artistic excellence and cultural diversity of Austin and promote the City's cultural and economic initiatives.

### **2. MISSION**

The City of Austin Economic Development Department Cultural Arts Division shall curate the display of an ongoing exhibition series at Austin City Hall to showcase and promote the excellence of local artistic endeavors in the visual arts, highlight the unique architecture and dynamic public space of the Austin City Hall, and to encourage public dialogue, understanding and enjoyment of visual art.

### **3. POLICY**

The City of Austin respects freedom of expression in visual art. However, the Austin City Hall and Public Plaza does not function as a traditional gallery or museum. The City reserves the right to remove or relocate artwork at its sole discretion. Display of artwork in Austin City Hall does not create a public forum.

### **4. EXHIBITION LOCATIONS AND LIMITATIONS**

Austin City Hall is not a traditional gallery-style venue. All public areas of Austin City Hall, including public plaza, mezzanine and parking garage, herein referred to as City Hall Block, are subject to this policy. Specific limitations apply to the following locations:

#### Interior:

**First Floor** – the atrium lobby and limited locations in adjoining public rooms. Sculptures must not exceed a 6' x 6' footprint, and must be on a riser at least 12" high, to be provided by the artist. Weight may not to exceed 200 lbs. per 18" x 18" floor tile.

**Second Floor** – the atrium lobby, surrounding conference rooms, East and West hallway corridors.

**Third Floor** – the atrium lobby and surrounding conference rooms, excluding the City Manager's conference room. Sculpture footprint may not exceed 42" in depth.

No art will be displayed on the fourth floor or in the administrative offices located on the first, second, or third floors.

Exterior:

**Austin City Hall Plaza, Mezzanine, and Parking Garage** – Artworks may be considered on a limited basis for the City Hall plaza area at street level on the south side of City Hall, the mezzanine area at the top of the amphitheater, and the parking garage.

Artwork displayed within the City Hall Block shall be appropriate to an office setting and for viewing by public officials, City employees, and citizens transacting business in the building.

Austin City Hall is open to the public Monday through Friday, from 8:00 a.m. to 5:00 p.m. The first floor atrium lobby is also open to the public during City Council meetings.

**5. SELECTION AND ELIGIBILITY**

Professional visual artists over 18 years old who live or work in the Austin area (within Bastrop, Caldwell, Hays, Travis or Williamson counties), or visual arts organizations in Austin, are invited to submit no more than five (5) digital images of artworks available for loan for the duration of the exhibition.

Exhibition is by arrangement with the Cultural Arts Program Manager, the curator for Austin City Hall. The Program Manager may invite organizations or individuals to submit a proposal for an exhibition in Austin City Hall. The Program Manager is the sole curator of an exhibition at Austin City Hall with absolute discretion over selection and placement of artwork.

An organization or individual that wants to display an exhibition in Austin City Hall must submit a proposal to the Program Manager. A proposal for an exhibition shall include images of the artwork to be exhibited, information about the individual artists, a proposed layout, and proposed installation methods. Artworks created within the last 10 years from the year of submission will be given priority.

The Program Manager shall review each proposal, and shall send the applicant written notice of acceptance, modification, or rejection of the proposal. The Program Manager may appoint a selection panel to assist in evaluation of proposals. If the Program Manager elects to appoint a selection panel, its members may include City staff and community representatives. The building manager shall review and approve proposed installation methods. The Program Manager's acceptance letter will include proposed exhibition dates and approved installation methods.

Selection criteria may include:

- ▲ Quality or merit of the artwork
- ▲ Work that reflects cultural diversity
- ▲ Local or national reputation of the artist
- ▲ Ownership by a museum or arts institution located in Austin as part of its permanent collection

***\*IMPORTANT NOTE:** City of Austin Economic Development Department staff members are ineligible to apply. Other City staff members, while eligible to apply, may not offer their works for sale.*

**6. TERMS OF LOAN AND LOAN AGREEMENT**

The artwork in an exhibition shall be on loan to the City by the artist or organization at no cost to the City. The individual or organization lending the artwork is responsible for the cost of delivery and installation of the artwork. Installation must conform to the plans approved by the Program Manager and the building manager. The Program Manager shall decide the placement or arrangement of pieces.

Artwork submitted in an electronic format may be displayed without the audio portion, if any, at the discretion of the Program Manager, and as necessary to conduct business in Austin City Hall.

Artwork displayed at Austin City Hall during an exhibition shall remain in place until the conclusion of the exhibition, unless the Program Manager approves earlier removal. The organization or artist lending artwork for an exhibition in Austin City Hall must provide a suitable replacement, subject to Program Manager's approval, for artwork removed from an exhibition before its conclusion. The Program Manager's approval may not be unreasonably withheld.

Each organization or artist lending art for exhibition at the Austin City Hall shall submit a completed loan agreement to the Program Manager. The terms of these guidelines are incorporated as part of the loan agreement.

## **7. EXHIBITION SCHEDULING**

The Program Manager may reschedule or cancel an exhibition at the Program Manager's discretion at any time before the start date of the exhibition. The City is not responsible for any expense incurred by the organization or artist lending the artwork related to a rescheduled or cancelled exhibition. The Program Manager may cancel an exhibition on display if the Program Manager determines the cancellation is necessary to protect the artwork or due to unexpected building use. The Program Manager may not cancel an exhibition to make room for a different, unscheduled exhibition.

## **8. REQUIRED DOCUMENTATION**

Not later than the 30th day before the date of a scheduled exhibition, the organization or artist lending the artwork must provide the Program Manager with the following:

- ▲ a completed loan agreement;
- ▲ an inventory of work to be exhibited, including the following information for each piece: the name of the artist, title, medium, dimensions, insurance value, and whether the piece is available for sale;
- ▲ a written statement describing the exhibition as the basis for a press release by the City;
- ▲ request for a reception, if applicable; and
- ▲ if the Lender wants to waive coverage under the City's Fine Arts Insurance Policy, a certificate of insurance.

The Program Manager may cancel an exhibition if the organization or artist lending the artwork fails to submit the required information on or before the due date. The Program Manager may not permit installation of an exhibition if the lender has not submitted the required information on or before the date the exhibition is scheduled to begin.

## **9. DELIVERY, INSTALLATION, AND DE-INSTALLATION**

The organization or artist lending the artwork shall deliver the artwork for an exhibition and all related components, including stands, artist statements, and other informational material as required in the loan agreement on the date specified in the loan agreement. All two-dimensional artwork submitted must be framed or mounted and ready to hang. All three-dimensional artwork submitted must be self-supporting or include a stand. Art presented in an electronic medium must be accompanied by appropriate audio and video equipment.

The Program Manager and the building manager shall supervise installation of artwork for an exhibition. If approved in writing by the building manager, the Program Manager may allow a lender to install the exhibition under Program Manager's supervision or to provide at least one individual to assist the Program Manager's installation of the exhibition.

The Program Manager and the building manager shall supervise de-installation of artwork for an exhibition. If approved in writing by the building manager, the Program Manager may allow the lender to de-install an exhibition or to assist the Program Manager dismantling and removing all artwork and other components of an exhibition.

The Program Manager may allow artwork to be removed and replaced at specified times during an exhibition. The same guidelines apply to artwork removed and replaced during an exhibition as apply to the original installation or dismantling of an exhibition.

#### **10. RELOCATION OR REMOVAL OF ARTWORK**

The City's Cultural Arts Program respects freedom of expression in visual art. However, the Austin City Hall does not function as a gallery or museum and is frequented by citizens with diverse opinions and backgrounds who are there to conduct business with the City.

The Program Manager shall select artwork that is suitable and appropriate in theme and quality to the functions of Austin City Hall. If the Program Manager receives a complaint that a particular work of art is derisive, vulgar, gruesome, or otherwise offensive to visitors, the city manager shall review the complaint and make a determination. The city manager retains sole discretion on whether to move or remove artwork subject to a complaint.

#### **11. GUIDED TOURS**

The Program Manager may allow guided tours of an exhibition during regular business hours or at other times approved by the building manager for Austin City Hall. If guided tours are permitted, the Program Manager shall provide training to volunteer tour guides relating to how a tour may be conducted in Austin City Hall, including information on limited public access to certain areas. The organization or artist lending the artwork on exhibit shall provide written material for use by the tour guides describing the artwork on display, including information about the artist.

#### **12. RECEPTION**

Austin City Hall may not be used for private functions. The City of Austin hosts a public reception each February to honor the current annual exhibition. If a lending organization or artist would like to host a reception separate from the City's reception, the event will need to comply with the City of Austin City Hall Use Policy. For more information, contact City Hall Building Services Manager at (512) 974-7976 or visit: [http://www.austintexas.gov/sites/default/files/files/city\\_hall\\_use\\_policy\\_020212.pdf](http://www.austintexas.gov/sites/default/files/files/city_hall_use_policy_020212.pdf).

#### **13. SALES**

Artwork on display at Austin City Hall may be for sale by the organization or artist loaning the material provided that any artwork sold remains on display until the conclusion of the exhibition. However, earlier removal may be approved by the Program Manager.

The lender is responsible for all aspects of a sale transaction on artwork on display at Austin City Hall. Information on how to contact the lender to purchase artwork may be included on the descriptive label for the artwork, and in supplementary sales material provided at the sole expense of the lender. The Program Manager must approve any supplementary sales material and the location and display of the material.

The City of Austin does not receive a commission on, or compensation from, the sale of artwork exhibited at Austin City Hall.

#### **14. INSURANCE**

The City of Austin's Fine Arts Insurance Policy provides coverage for artwork loaned to the City for exhibition. However, the City disclaims liability up to the policy's deductible and in excess of the policy limits. The City will take every reasonable precaution to secure the safety of artwork on loan to the City, but is not responsible for damage or theft except as covered in the Fine Arts Insurance Policy. The organization or artist lending the artwork assumes all uncovered risk.

#### **15. AUSTIN CITY HALL ARTWORK PURCHASE POLICY**

The City of Austin desires to establish temporary art exhibitions of the highest quality for public display. This policy is based upon a firm commitment to accept a responsibility for expanding its citizens' experience with the visual arts.

##### **15.1. VISION**

Develop a permanent collection of artwork by regional visual artists or arts organizations through an annual selection and purchase of artwork.

##### **15.2. GOAL**

The goal to develop a permanent artwork collection as procured from the City Hall Artwork Exhibition Series is to showcase regional artistic endeavors and to encourage public dialogue, understanding and enjoyment of visual art. The goal of the annual exhibit is to present a series of exhibitions that reflect the artistic excellence and cultural diversity of Austin and promote the City's cultural and economic initiatives.

##### **15.3. ARTWORK ELIGIBILITY and SELECTION**

Eligible artworks to be considered for permanent collection must be selected as part of the annual City Hall Exhibition Series Program. Artworks may be 2 or 3-dimensional and must require a modicum of routine maintenance and not pose any health or physical risk to employees and visitors of City Hall. For selection criteria for the exhibition, please see City Hall Loan Agreement. A budget for annual purchase of an artwork will be established within the Cultural Arts Division.

Once an exhibition has been selected, the Cultural Arts Program Manager may invite either City of Austin employees, or citizens of Austin, or both to cast their votes on the artwork to be purchased by the city. The results of the voting process shall be forwarded to the City Manager for final approval and purchase authorization of the selected work.

#### **15.4. EXHIBITION POLICY**

Artworks owned by the city shall remain on exhibition on city property and may be part of the ongoing exhibition program series at Austin City Hall. Placement of the artworks purchased by the city is at the sole discretion of the Cultural Arts Division staff. Placement of the artworks purchased by the city is at the sole discretion of the Cultural Arts Division staff. Placement of the artworks shall be accessible for viewing by the general public during regular business hours: Monday-Friday from 8:00 a.m. to 5:00 p.m.

#### **15.5. PEOPLE'S CHOICE PURCHASE**

Staff will implement a public process to select an artwork for purchase and include the annual purchase of a work from each subsequent annual exhibition. The selection process will include:

1. Public announcement of the City's intent to purchase a piece.
2. Invitation to City employees and the public to view the works and vote
3. Voting would take place during the period of the exhibition.
4. Web based ballots available at City Hall.
5. Announce the winner and purchase of the piece as part of the next exhibit opening.

#### **15.6. FUNDING**

Funding for purchase of artwork will be subject to availability of annual Hotel/Motel Bed Tax and shall serve as tourism promotion. The budget shall not exceed \$5000 annually.

The Cultural Arts Program Manager may solicit community input on the purchase of artwork for the Austin City Hall artwork collection; however, final determination will also be based on the following considerations:

- a. Cost (e.g. within the proposed budget limits)
- b. Business use
- b. Public safety
- c. Maintenance requirements

**EXHIBIT A - LOAN AGREEMENT**  
**CITY OF AUSTIN – ECONOMIC DEVELOPMENT DEPARTMENT**  
**CULTURAL ARTS PROGRAM – AUSTIN CITY HALL**

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**LENDER**

Organization:

Contact Person / Artist: «First\_Name»  
«Last\_Name»

Address: «Address», «City», «State» «Zip»

Phone: «Day\_Phone» or «Eve\_Phone»

Email: «Email»

**BORROWER**

City of Austin – Cultural Arts Division

Contact: \_\_\_\_\_

P.O. Box 1088

Austin, Texas 78767

Phone: (512) 974-6456 or (512) 974-7700

Fax (512) 974-6379

Email: peoplesgallery@austintexas.gov

**Agreement:** The Lender agrees to loan the artwork described under the terms and conditions set out in this Loan Agreement.

**Purpose:** 20\_\_ People's Gallery Exhibition in Austin City Hall

**Exhibition Dates:** February \_\_, 20\_\_ - January \_\_, 20\_\_

**Loan Term:** From Jan. \_\_, 20\_\_ to Jan. \_\_, 20\_\_, unless extended by written agreement between the Lender and the Borrower. The artwork will be dropped off and picked up at the following address: 301 W. Second Street, Austin, TX 78701, Room 1029

**Inventory:** If more space is needed, please attach an inventory of artwork in the following format:

Artist/ Maker: «First_Name» «Last_Name»	Title: «Title»	Date: «Year»
Medium: (list materials used) «Medium»		
Final, Framed Dimensions of 2D work (in inches:) (H x W x D) «2D_Dimensions»	Final Dimensions of 3D Work (in inches:) (H x W x D) «3D_Dimensions»	
Is item for sale (Y/N): «For_Sale»	Insurance Value/Sale Price: «Value»	
Gallery or lender credits: ««Courtesy the Artist»»		

□  
□

I have provided the following statement about the work to be included on the object label. Contact [peoplesgallery@austintexas.gov](mailto:peoplesgallery@austintexas.gov) to make any corrections.

**Artist Statement:**  
«Artist\_Statement»

**Website:**  
«Website»

**PHOTOGRAPH OF LOANED ARTWORK:**

**«Title», «Year», «Medium»**

**«Special\_Installation\_Instructions»**

## **LOAN TERMS AND CONDITIONS**

This loan agreement incorporates the terms and conditions of the Cultural Arts Program Exhibition Series Guidelines for Austin City Hall, attached as Exhibit A, as if the terms were set out in this agreement.

### **CONDITION, CARE, AND PRESERVATION OF ARTWORK**

The Lender certifies that it has the authority to loan the artwork to the City, and that the artwork on loan is in good condition and suitable for display.

The City of Austin shall provide artwork on loan the same level of care given to artwork of a similar nature owned by the City. The City shall promptly report evidence of damage to artwork on receipt of the artwork or as soon as practicable after the damage is observed during an exhibition. The City may not alter, restore, or repair artwork on loan without the written authorization of the Lender.

### **TRANSPORTATION AND PACKING; INSTALLATION AND REMOVAL**

The Lender is responsible for damage to, or loss of, artwork during packing and transportation. If the City allows the Lender to install or dismantle artwork, the Lender is responsible for damage during installation or dismantling.

The Lender shall pay the cost of packing and transportation, unless other payment arrangements are agreed to in writing by the City. The Lender may determine the shipping and delivery method for the artwork, unless the City requires a specific shipping and delivery method.

The City is not responsible for damage to or loss of artwork during shipping or delivery, or during installation or dismantling by the Lender.

### **INSURANCE**

Unless otherwise instructed in writing, the City of Austin property insurance policy will provide coverage for objects on loan to the City for the amount specified on the face of this agreement, against risks of physical loss or damage from covered perils while on location during the period of the loan. This coverage is subject to the deductible as indicated in the insurance policy. The City of Austin will pay for damages up to the insurance amount for objects damaged while on loan to the city and located at City Hall. However, the City disclaims liability up to the policy's deductible and in excess of the policy limits. The appraisal value shall be the responsibility of and be determined by the donor and does not in any way imply an endorsement by the City of Austin.

The policy referred to contains the usual exclusions of loss or damage including but not limited to such causes as gradual deterioration, moths, vermin, inherent vice, war, invasion, hostilities, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or trade. A certificate of insurance will be sent upon request.

By mutual consent of the Lender and City of Austin staff, the City of Austin disclaims liability for items valued at less than the City's Fine Arts Insurance deductible.

If the Lender chooses to maintain his/her own insurance, the City of Austin must be supplied with and

approve a certificate of insurance naming the City of Austin and each of the participating institutions as an additional insured, and waiving subrogation against the City of Austin and each of the participating institutions. If the lender shall fail to supply the City of Austin with such a certificate for approval, this loan agreement shall constitute a release of the City of Austin and each of the participating institutions from any liability in connection with the work. The City of Austin cannot accept responsibility for any error or deficiency in information furnished to the Lender's insurer or any lapses in coverage. The City of Austin will be responsible and liable for borrowed items only during the term of the loan.

#### **PUBLICITY AND PHOTOGRAPHY**

The Lender agrees that artwork loaned under this agreement may be photographed and the photographs may be reproduced for publicity purposes or in a City funded publication, unless the Lender and the City specifically agree to other terms in writing as an amendment to this agreement. The City will include the artist's name in connection with the reproduction of artwork.

#### **RELEASE**

If the City does not obtain a signed release before the artwork is shipped back to the Lender, the City may pack and return artwork to the Lender. If the Lender has not made shipping arrangements for the return of the artwork and does not otherwise have a written agreement with the City relating to the return of the artwork, the Lender's failure to sign the release and acceptance shall constitute acceptance by the Lender of the artwork and release the City from any future claim for damage. Artwork not removed by loan agreement end date may be considered abandoned property. The City is not responsible for the storage of artworks after expiration of loan agreement.

**Insurance Coverage:** The Lender  accepts or  waives coverage by the City's Fine Arts Insurance Policy.

**Removal:** The artwork shall be removed on the ending date of the loan, not later than 6 p.m., unless a later date and time has been agreed to in writing by the Borrower before the specified date.

**Condition of work upon delivery:** Please document the condition of the artwork, with staff, when you deliver your work. Include wear and tear, pre-existing damage. Use attached photograph to mark condition and attach additional sheets if needed.

<b><u>See Attached Photo</u></b>
ADDITIONAL NOTES:

**Installation Requirements:** Please describe any special installation requirements and any condition that might affect the safety of installation of the artwork. **Work must be ready to install** with D-rings and wire, or other appropriate fixtures.

«Special_Installation_Instructions»
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**Condition of work upon pick-up:** Please document the condition of the artwork, with staff, when you pick up your work. Include wear and tear, pre-existing damage. Use attached photograph to mark condition and attach additional sheets if needed.

<b><u>See Attached Photo</u></b>
ADDITIONAL NOTES:

**Borrower: City of Austin - Cultural Arts Division**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Lender:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Condition of Work at End of Loan Period and Release:** The artwork described in this agreement was inspected and accepted for return on \_\_\_\_\_, 20\_\_\_\_\_.

**Accepted By:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Released By:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_